

Offers through BHEL, Bhopal's e-procurement portal <https://eprocurebhel.co.in/nicgep/app> are invited in Two-Part Bid system for purchase of steel as per sl.no. 2 below. Annexure – II to be duly filled and submitted along with bid part – I.

Offer shall be submitted by the bidders in two parts as illustrated below:

- A. **1st part of offer shall be Bid Part – 1:** This is techno – commercial part of offer. This part of offer should contain annexure – I, II and III. All annexures shall be uploaded duly with signed with seal
- B. **2nd part of offer shall be Bid Part – 2:** This is Price bid. In this part vendor shall have to enter their FOR destination prices in INR / MT in <https://eprocurebhel.co.in/nicgep/app>.

BHEL shall be resorting to price bid opening of techno – commercially acceptable bidders for price finalization and not through Reverse Auction. Bidders to quote their most competitive price.

1. **Bid evaluation & price schedule:** The bids shall be evaluated on item wise basis (i.e. individual L1 for each item) with total delivered cost to BHEL on landed cost basis. Bidders may note that quoted rates shall be loaded for any deviation from the terms & conditions given in this enquiry, to arrive at landed rate. Price bids of only those bidders shall be opened whose offers are techno – commercially acceptable.
2. **Enquiry items along with quantities and supply tolerance:**

Sl. No	Description	Qty (MT)	Qty variation	Delivery at BHEL Unit
BP-1	1 MM THICK X 450 MM WIDE X 2350 MM MAGNETIC STEEL SHEET TO PRODUCT STANDARD BP10976 (GRADE-250) .	17	-0%/+10%	Bhopal

Quantity tolerance (supply tolerance) as per above is preferred.

3. **Pre-qualification criteria: As per attached Pre-Qualification Criteria annexure “Common PQR Requirement”.** In absence of submission of documents / compliances required as per PQR along with technical bid, your offer may be rejected.
4. **Clause by clause acceptance:**
 - A. Bidder shall confirm and endorse clause by clause acceptance to all the terms and conditions of the enquiry, Purchase specifications mentioned above and bring out deviations, if any from-
 - i. Purchase specification of enquiry item(s).
 - ii. Packing and marking as per specification.
 - iii. Terms and conditions contained in this Annexure-I: Special condition of enquiry & General Terms & Conditions (Enquiry GTC, BP 200102C)
 - iv. All testing requirement as called in the purchase specifications must be part of the MTC to be issued by the Mill at the time of supply.
 - B. BHEL reserve the right to accept or reject the bid for deviation offered wrt clause 4A.
5. **Terms of delivery:** F.O.R. destination on door delivery basis.
6. **Delivery Period:** BHEL's preferable delivery requirement shall be within 60 days from date of Purchase Order and bidders are requested to consider the same while quoting their contractual delivery period in annexure – II.
7. **Levy of Penalty for delayed performance:** - Penalty for late delivery will be applicable as per clause 9 of GTC BP200102C only.
 - **For indigenous bidder:** Receipt of material at BHEL (CN date i.e material entry date in BHEL) will be taken as proof of delivery for indigenous bidders.
8. **Payment Terms:** - Refer clause 16 of GTC BP200102C for payment terms. MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). MSME vendors may register on (1) RXIL- Receivables Exchange of India Ltd (2) Invoice mart- M/s A. TReDS Ltd (3) M1xchnage-M/s Mynd Solutions Pvt Ltd (4) DTX-M/s KredX Platform Pvt Ltd (5) C2treds- M/s C2FO Factoring solutions Pvt Ltd authorized by RBI for TReDS and approved by BHEL. No overdue interest shall be payable by BHEL.

Bidder must attach UDYAM certificate along with bid to confirm their category. Refer clause 29 of GTC for details of benefits earmarked for purchase from MSE.

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9. **Inspection of material:** Final inspection shall be done at BHEL Bhopal on material receipt and results of the same shall be binding.
10. **Replacement of rejected goods:** Final inspection for acceptance of quality shall be at BHEL's works after receipt of material and results shall be binding on the suppliers. Rejected goods are to be lifted and replacements to be supplied immediately free of cost by the vendor.

11. **Taxes & Duties:**

Indigenous Purchase-Vendors to comply with all statutory provisions as may be applicable at the time of despatch/sale. Any additional financial liability to BHEL on account of non-compliance by vendors shall be borne by them and shall be adjusted / recovered from the vendors. TDS, as applicable, shall be recovered from the vendors' bill.

Bidders are requested to furnish the rate and type of duty / taxes as extra applicable to the product under this enquiry in their bid (along with details like HSN, SAC codes, GSTIN no. of vendor etc).

BHEL will avail tax credit as per GST rules. Vendors to note that GST portion of invoice amount shall be released only upon:

- Vendor declaring such invoice in his GSTR – 1 and
- Receipt of goods and tax invoice by the BHEL and
- Confirmation of payment of GST thereon by vendor on GSTN portal
- Above is subject to receipt of goods and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing TC by BHEL.

In case, GST credit is delayed / denied to BHEL due to non / delayed receipt of goods and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC (Input Tax Credit) or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied / leviable on BHEL.

In case, vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed, subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor along with interest levied / leviable on BHEL.

12. **Validity of Offer:** Offer should be valid for a period of 90 days from the date of technical bid opening date for finalization of the tender. BHEL reserves the right to reject the offer, in case of offer validity less than 90 days from date of technical bid opening.
13. **Short closure:** BHEL reserves right to short close the contract for quantities.
14. In addition to above our 'General Terms and Conditions enquiry' BP200102C shall also be applicable to this tender. Bidders may note that suitable loading will be done for arriving at the cost to BHEL price for any deviation from these general Terms & Conditions.
15. **Fraud prevention policy:** Fraud prevention Policy of BHEL is to be complied with (attached).
16. Compliance to **MAKE IN INDIA** circular issued by Gol:

"For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.

In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable "

To avail purchase preference under Make In India guidelines, vendor should be categorized as Class 1 supplier. For a vendor to be classified as Class 1 supplier, bidder & their mill from which support letter has been furnished shall have to submit annexure – III with seal and sign duly ratified / verified by statutory auditor or cost auditor of the company (in case of companies) or from a practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

17. **Model conciliation:** Bidders to provide acceptance to BHEL's model conciliation clause as per attached annexure – D.
18. **Prevention of conflict of Interest among bidders/agent:** Treatment of cases regarding conflict of interest: Annexure- V to be submitted in bidder's letter head duly signed with seal stating unconditional acceptance to the clauses therein.
19. Declaration (annexure – E) by vendor about the participation of sister concerns in tender enquiry.

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- 20. CORRIGENDUM/ADDENDUM:** Any corrigendum/addendum related to this tender shall be updated on BHEL e-Procurement portal <https://eprocurebhel.co.in/BHEL> website www.bhel.com. Bidders are requested to regularly visit the BHEL website to keep themselves abreast with updates.
- 21.** In addition to above, any Government of India (GoI) circulars issued from time to time affecting any of the above clauses shall supersede that condition of the tender.
- 22.** BHEL shall not be releasing any additional document other than formal PO in case contract is finalized with a bidder. For any queries, please contact the undersigned:

Name:	Dharmendra Singh	Madhurendra Manderwal	Sumit Gupta
Designation:	AGM	DGM	Sr. Manager
Department:	CMM – Steel, Copper & FE	CMM – FE & Steel	CMM – Steel
Contact details:	+91 755 – 250 3360	+91 755 – 250 5210	+91 755 – 250 3268
Email:	dharmendra2000@bhel.in	madhurendra@bhel.in	sumitg@bhel.in

- 23.** Refer clause 39 of GTC BP200102C regarding Grievance Redressal mechanism. Any concerns and issues arising during the tendering process, may be addressed to Mr. Madhurendra Manderwal, DGM (CMM - FE & Steel) on contact details mentioned above for the first level escalation.

Techno – commercial format

Sl.no	DESCRIPTION	TO BE FILLED-IN BY THE BIDDER	Remarks
1	Name of the supplier with Tel. No / E-mail.		
2	Name & designation of the contact person		
3	Address of the works at which / inspection / delivery is offered / PO is to be placed.		
4	Acceptance to bid evaluation criteria as per sl.no.1 of annexure – I.	YES – If 'No' your bid is liable for rejection.	
5	Acceptance to size, grade, tolerance requirement & technical requirement as per sl.no. 2 & 3 of annexure – I.	YES – If 'No' your bid is liable for rejection	
6	Acceptance to all pre-qualification criteria as per sl.no. 3 & 4 of annexure – I.	YES – If 'No' your bid is liable for rejection	
7	Name of the mill (s) from which items offered as per enquiry are to be sourced.		
8	Acceptance to delivery terms as per point no. 5 of annexure – I.	YES	
8.1	Quoted delivery in number of days from date of receipt of PO.	_____ Days	
8.2	Acceptance to late delivery penalty clause as per point no. 7 of annexure – I.	YES	
9	Acceptance to payment terms as per point no. 8 of annexure – I.	YES	
10	Acceptance to transit insurance clause as per point no. 7 of GTC BP 200102C of annexure – I.	YES	
11	Acceptance to inspection terms as per point no. 9 of annexure – I.	YES	
12	Acceptance to rejection replacement terms as per point no. 10 of annexure – I.	YES - If 'No' your bid is liable for rejection.	
13	Acceptance to taxes and duties clause as per point no. 11 of annexure – I.	YES	
14	HSN code & percentage of GST applicable ((HSN code and percentage of GST applicable to be specified by the bidder))		
15	Confirmation of offer validity till 90 days from date of bid part – 1 opening as per SI 12 of annexure-I.	YES	
16	Acceptance to short closure clause as per point no. 13 of annexure – I.	YES	
17	Acceptance to all the points of General T&C BP 200102C which are not covered in annexure – I.	YES	
18	Acceptance to BHEL's Fraud prevention Policy as per point no. 15 in annexure – I.	YES	
19	Acceptance to Make In India clause at sl.no. 17 of annexure – I and any declaration thereof by Department of Heavy Industry of Government of India. (submission of annexure – III to avail MII benefit is mandatory)	YES – If 'No' your bid is liable for rejection	
20	Local content in percentage of material supplied (this is required for classification & ascertaining of vendor as Class I or Class II under 'Make in India' scheme). (bidder to mention the percentage of local content in compliance to 'Make in India' initiative of GoI)	_____	
21	Acceptance to all the points of Annexure – D (model conciliation clause annexure)	YES – If 'No' your bid is liable for rejection	
22	Submission of Un-price bid with list of quoted items	Yes	

This Annexure – II (TECHNO - COMMERCIAL FORMAT) is to be submitted duly signed with seal with bid part – I (technical bid).

(Sign, seal and name of authorized signatory)

Format - Self Certificate for MII

CERTIFICATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 19.7.24 AND SUBSEQUENT ORDER(S)

(To be provided on the Letter Head of the Entity/Firm)

To,

_____ (Write Name and Designation of Officer of BHEL inviting the Tender);
Bharat Heavy Electricals Limited,
Piplani, Bhopal, MP-462022

Ref :

- 1) BHEL NIT/Tender Specification No:,
- 2) Name of items:
- 3) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (specify the name of the organization here) has a local content of _____ % .

The local content % certified above is in line with definition of Local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017 Revision dated 19.7.2024 issued by DPIIT and subsequent order(s) to qualify as (Class-I/ CLASS-I I/ Non-Local supplier-fill in one which is applicable) local supplier.

The details of the location(s) at which the local value addition is made are as follows:

_____ We confirm that the following has not been considered for calculation of local content:

- Imported items sourced locally from resellers/distributors.
- The license fees/ royalties paid/ technical charges paid out of India
- Refurbishment/Repackaging/ Rebranding of imported products
- services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc.

****We confirm that since contract involves supply of multiple items, weighted average of all items has been taken while calculating the local content.**

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

(Signature, Name, Designation, Date, Place & Seal of
Authorized Signatory of the Bidder)

**** - Strike out whichever is not applicable**

Note: For evaluation of qualification of bidder:

1. Bidder has to submit the above format, duly filled & signed by authorized signatory.
2. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

DECLARATION

(to be given by Bidder)

In pursuant to the Public Procurement Policy for MSEs Order, 2012, I/We declare(s) that My/Our firm is(are) falling under the following MSE category and I/we are submitting documentary evidence/ Govt. Certificate etc. along with UDYAM certificate in support of the same along with the techno-commercial offer.

Type under MSE	SC Owned	ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro				
Small				

(√ Tick whichever is applicable)

Note: If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm

DECLARATION
(to be given by Bidder)

Conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- 1) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly.
- 2) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
- 3) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorized distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- 4) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

I/We declares that I/We have read and understood the above aspects, and confirms that such conflict of interest does not exist and undertakes that I/We will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, I am /We are, found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Signature of Authorized Signatory

Name:

Designation:

Stamp / Seal of Firm